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4 BILL NO. S-74-09-04.

5 SPECIAL ORDINANCE NO. S- 155-74.

6 AN ORDINANCE approving a certain bid document  
7 for the furnishing of street trees

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
9 WAYNE, INDIANA:

10 SECTION 1. A certain bid document Ref. No. 600 dated August 13,  
11 1974, between the City of Fort Wayne, by and through its Mayor and the Board  
12 of Park Commissioners and THE COTTAGE GARDENS, INC. and C. M. HOBBS &  
13 SONS, INC., as follows:

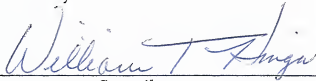
14 THE COTTAGE GARDENS, INC. - P. O. 3-27212  
15 200 Trees \$ 1,620.00

16 C. M. HOBBS & SONS, INC. - P.O. 3-27211  
17 2600 Trees \$16,235.00

18 \$17,855.00

19 as more specifically set forth in said bid document Ref. No. 600 and said  
20 Purchase Order numbers which are on file in the office of the Department of  
21 Purchasing, and are by reference incorporated herein and made a part here-  
22 of, are hereby in all things ratified, confirmed and approved.

23 SECTION 2. This Ordinance shall be in full force and effect from  
24 and after its passage and approval by the Mayor.

25  
26   
27 William T. Fonger  
28 Councilman

29  
30  
31  
32  
33  
34 APPROVED AS TO FORM  
AND LEGALITY

35   
CITY ATTORNEY

Read the first time in full and on motion by Wingo, seconded by V. Schmidt, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 9/16/74

Charles W. Tetersman  
CITY CLERK

Read the third time in full and on motion by Wingo, seconded by V. Schmidt, and duly adopted, placed on its passage.

Passed (~~LAST~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<u>X</u>	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____

DATE: 9/24/74

Charles W. Tetersman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. A 155-74 on the 24th day of September, 1974.

ATTEST: (SEAL)

Charles W. Tetersman  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of September, 1974, at the hour of 11 o'clock A. M., E.S.T.

Charles W. Tetersman  
CITY CLERK

Approved and signed by me this 25th day of September, 1974, at the hour of 11:30 o'clock A. M., E.S.T.

Don H. Trauff  
MAYOR

Bill No. S-74-09-04

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a certain bid document for the furnishing of street trees

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

*William T. Hinga*

*John Nuckols*

*James S. Stier*

*Winfield C. Moses, Jr.*

*Paul "Mike" Burns*

DATE 9-24-74 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

# Memorandum

To Dennis Noak

Date August 21, 1974

From A. T. Demetroff

Subject Bid No. 600 - Bare Root Trees for Fall Planting

## COPIES TO:

Attached are copies of the successful bidders.

C. M. Hobbs & Sons, Inc.

Purchase Order No. 3-27211

200 - Green Ash

\$1,090.00

200 - Summit Ash

1,240.00

500 - White Ash

2,725.00

200 - Littleleaf Linden

1,720.00

200 - Shademaster Locust

1,620.00

600 - Norway Maple

3,720.00

200 - Schwedleri Maple

1,320.00

500 - Sugar Maple

2,800.00

16,235.00

Cottage Gardens, Inc.

Purchase Order No. 3-27212

200 - London Plane Tree

\$1,620.00

Tabulation Sheets are attached.



# ADJUDICATION OF BIDS

REF. 600

BIDDING DATE August 13, 1974

C. M. Hobbs & Sons, Inc.  
9300 West Washington Street  
Indianapolis, Indiana  
46231  
Afl. C.K.

check #1,459.00

Firm 30 days, 7/1/76

Cole Nursery Company, Inc.  
Rural Route #1  
Circleville, Ohio 43113

Afl. C.K.

check #356.00

Ralph Synnestvedt &  
Associates, Inc.  
3602 Glenview Road  
Glenview, Illinois 60025

The Cottage Gardens, Inc.  
Rural Route #3  
South Waverly Road  
Lansing, Michigan 48910  
Afl. C.K.

check #1276.00

Charles Fiore Nurseries, Inc.  
State Route #22  
Prairie View, Illinois  
60069

No Bid

Valley Hill Nursery  
P. O. Box 155  
Louisville, Kentucky 40299

Afl. C.K.

check #417.50

Base Bid #1

Base Bid #2

Base Bid #3

Base Bid #4

1,120.00

1,270.00

2,800.00

1,750.00

1,280.00

2,270.00

480.00  
(75 trees)

1,195.00

(100 trees)

1,880.00

1,880.00

No Bid

1,940.00

No Bid

1,550.00

No Bid

No Bid

No Bid

# REGULATION OF BIDS

REF. 600  
 BIDDING DATE August 13, 1974

Base Bid #5

Base Bid #6

Base Bid #7

Base Bid #8

C. M. Hobbs & Sons, Inc.  
 9300 West Washington Street  
 Indianapolis, Indiana  
 46231

No Bid

2062.50

2,062.50

12,700.

Cole Nursery Company, Inc.  
 Rural Route #1  
 Circleville, Ohio 43113

No Bid

1,492.50

1,990.00

3,380.00

(150 Trees)

Ralph Synnestvedt &  
 Associates, Inc.  
 3602 Glenview Road  
 Glenview, Illinois 60025

The Cottage Gardens, Inc.  
 Rural Route #3  
 South Waverly Road  
 Lansing, Michigan 48910

2,100.00

2,580.00

2,580.00

3,560.00

Charles Fiore Nurseries, Inc.  
 State Route #22  
 Prairie View, Illinois  
 60069

Valley Hill Nursery  
 P. O. Box 155  
 Louisville, Kentucky 40295

No Bid

No Bid

2,000.00

3,200.00

REF. 600

BIDDING DATE August 13, 1974

Base Bid #9

Base Bid #10

Base Bid #11

Base Bid #12

C. M. Hobbs & Sons, Inc.  
9300 West Washington Street  
Indianapolis, Indiana  
46231

No Bid

1,350.00

1,150.00

2,875.

Cole Nursery Company, Inc.  
Rural Route #1  
Circleville, Ohio 43113

2,511.00

1,820.00

No Bid

693.7

(270 trees)

(175 trees)

Ralph Synnestvedt &  
Associates, Inc.  
3602 Glenview Road  
Glenview, Illinois 60025

The Cottage Gardens, Inc.  
Rural Route #3  
South Waverly Road  
Lansing, Michigan 48910

2,680.00

2,180.00

1,620.00

2,520.

Charles Fiore Nurseries, Inc.  
State Route #22  
Prairie View, Illinois  
60069

Valley Hill Nursery  
P. O. Box 155  
Louisville, Kentucky 40290

No Bid

No Bid

1,600.00

No Bid

## CITY OF FORT WAYNE

## DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

## INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

\*Mail all replies and correspondence, etc. to Attn. of A.T. Demetroff - 423-7037 DEPARTMENT OF PURCHASES

470

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

## REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners  
or Division 8th Floor - City County Building  
Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Tuesday, August 13, 1974 at 10:00 A.M.  
Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34668. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

## TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Street Trees, as per specifications enclosed		

Bid Bond required ☐ NO ☒ YES 5% of Bid Performance Bond ☐ NO ☒ YES  
See Instruction item No. 15 on reverse side hereof.  
Terms        % cash discount if paid within        days from delivery and acceptance of goods or completion of services.

## PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within Proper days from receipt of order 30

## IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

THE COTTAGE GARDENS, Inc.

Name of Company Walter M. Burt Title President

Address S. Waverly & Bishop Roads

City Lansing, Mich 48910 Date 8-9-74



## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and be further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder price quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.  
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. **The successful bidder, or contractor, agree that he will comply with Indiana Acts 1941, chapter 208, section 10, being Burns Indiana Statute 40-2318-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
  - a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
  - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
  - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any erasure or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted \_\_\_\_\_ Date \_\_\_\_\_  
Board-Commissioner Dept. of Purchasing, etc.  
Rejected \_\_\_\_\_ Date \_\_\_\_\_  
Board-Commissioner Dept. of Purchasing, etc.

## SPECIFICATIONS FOR STREET TREES

1. Scope

Furnish Bare Root trees to delivered to Lawton Park for fall 1974 planting.

2. Agency Standards

Nomenclature: All plant materials used shall be true to name and size in conformity with the following standards:

- a. American Joint Committee on Horticulture Nomenclature. 1942 Edition of Standardized Plant Names (Published by Mount Pleasant Press, J. Horance McFarland Company, Harrisburg, Pa.)
- b. U.S.A. Standard for Nursery Stock. Copyright 1969 (Published by the American Association of Nurserymen, Inc., 835 Southern Building, Washington, D.C. 20005)

3. Plant Materials

- a. Plant List: The complete list of plants, including a schedule of quantities is included in Bid Proposal Form.
- b. Substitutions: Substitutions of varieties and amounts may be submitted for consideration. Substitute of sizes will not be accepted.
- c. Quality: All plants shall be 8-10 feet in size suitable for planting as street trees and are to be typical of their species or variety. All plants shall have normal, well, developed branches and vigorous roots system. They shall be sound, healthy, vigorous, free from defects, disfiguring knots, abrasions of the bark, sunscale injuries, plant diseases, insect eggs, borers, and all other forms of infections. Height of branching should bear a relationship to the size and kind of tree also so that the crown of the tree will be in good balance with the trunk as the tree grows.

Bid No. 600

All trees shall have a heavy fibrous root system which has been developed by proper cultural treatment, transplanting, root pruning, etc. Approved minimum root spread of 20 inches is required. All plants shall be nursery-grown unless otherwise stated, and shall have been growing under the same climatic conditions as the location of this project for at least two (2) years prior to date of planting on this project. Plants which have been held in storage will be rejected if they show signs of growth during storage. Collected plants shall be taken from a subgrade favorable to good root development. All collected material shall be clean, sound stock and shall be free from decaying stumps.

- d. Measurements: Size and grading standards shall conform to those of the American Association of Nurserymen unless otherwise specified. A plant shall be dimensioned as it stands in its natural position. Stock furnished shall be a fair average between the minimum and maximum sizes specified.
- e. Preparation of Plants: In preparing plants for moving, all precautions customary in good trade practice shall be taken. Workmanship that fails to meet the highest standards will not be accepted. All plants shall be dug to retain as many fibrous roots as possible. All plants shall be dug immediately before moving unless otherwise specified.
- f. Inspection: All plants shall be subject to inspection in the nursery or collecting grounds before any plants are dug. The City Arborist or his representative shall be the sole judge of the quality and acceptability of the materials. The cost of such inspection shall be included in the bid price.
- g. Delivery: All plants shall be packed, transported and handled with utmost care to insure adequate protection against injury. Each shipment shall be certified by State and Federal Authorities to be free from disease and infestation. Any inspection certificates required by law to this effect shall accompany each shipment invoice or order of stock, and, on arrival, the trees will be inspected by the City Arborist; and if not acceptable will be returned at no cost to the City of Fort Wayne. Tree prices to include delivery to Lawton Park, Fort Wayne, Indiana according to intervals specified by City Arborists for fall 1974 planting.

To: Board of Park Commissioners  
City County Building  
One Main Street  
Fort Wayne, Indiana 46802

Project: Street Trees

We hereby propose to supply the following 8 - 10 foot size trees for amounts as shown in accordance with bid specifications.

If additional or deductible amounts of trees are required, the undersigned agrees to accept the following unit prices for each addition or deduction.

	Number of Trees	Alternate Number	Variety	Total Cost	Unit Cost (for each Add. or deduction)
Base Bid 1	200	200	Marshall Seedless Green Ash (Fraxinus)	\$1880.00	\$ 9.40
Base Bid 2	200	90 + 110	Summit Ash (Fraxinus L. Summit) Marshall Seedless	\$1880.00	\$ 9.40
Base Bid 3	200		White Ash (Fraxinus Americana)	\$	\$
Base Bid 4	200**	200	Littleleaf Linden (Tilia Cordata)	\$1940.00	\$ 9.70
Base Bid 5	200**	200	Redmond Linden (Tilia Redmond)	\$2100.00	\$ 10.50
Base Bid 6	200	120 + 80 Skyline Locust	Imperial Locust (Gleditsia T.i. Imperial)	\$2580.00	\$ 12.90
Base Bid 7	200	200	Shademaster Locust (Gleditsia T.i. Shademaster)	\$2580.00	\$ 12.90
Base Bid 8	400	400	Norway Maple (Acer Plantanoides)	\$3560.00	\$ 8.90
Base Bid 9	300	200	Red Maple (Acer Rubrum)	\$2680.00	\$ 13.40
Base Bid 10	200	200	Schwedleri Maple	\$2180.00	\$ 10.90
Base Bid 11	200**	200	London Planetree (Platanus Acerifolia)	\$1620.00	\$ 8.10
Base Bid 12	300	300	Sugar Maple (Acer Saccharum)	\$2520.00	\$ 8.40

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

ALL PLANT MATERIAL QUOTED  
IS SUBJECT TO PRIOR SALE.

\*\* West Coast tree, available  
in spring 1975, but subject  
to prior sale.

All plant material grown in  
Michigan are full well developed  
specimens specifically grown for  
street trees.

The Cottage Gardens, Inc.  
Official name of organization  
S. Waverly & Bishop Roads, Lansing,  
Business address Michigan  
Signature  
Secretary  
Title

August 9, 1974  
Date

**NON-COLLUSION AFFIDAVIT**

Michigan  
STATE OF ~~INDIANA~~ }  
Eaton COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

William M. Hulse  
Secretary  
Bidder or Agent

For The Cottage Gardens, Inc.  
Firm or Corporation

Subscribed and sworn to before me this 9th day of August, 1974

My Commission Expires  
JEANNE E. HUNT  
Notary Public, Clinton County, Mich.  
My Commission expires Aug. 4, 1976

Jeanne E. Hunt

REQUEST FOR PUBLICATION

News	
Sentinel	X
Journal	
Gazette	X
Other	

DATE July 30, 1974

Kindly publish the following  
advertisement on the dates as  
shown and issue invoice to \*

\* Department Board of Park Commissioners  
8th Floor - City County Building  
Address One Main Street - Fort Wayne, Indiana

Department of Purchases  
City of Fort Wayne

By

*A. T. Demetroff*

BIDS WANTED - REFERENCE NO. 600

Sealed Proposals will be received by the City of Fort Wayne at the  
Office of Department of Purchases, Number One Main Street, Room  
470, Fort Wayne, Indiana, until Tuesday, August 13, 1974 at 10:00 A.M.  
for the following items:

Street Trees

Bid Forms, specifications, etc., may be obtained upon application at  
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid  
must be submitted with the bid.

Department of Purchases  
City of Fort Wayne  
By A.T. Demetroff  
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

August 2, 1974

August 9, 1974

LEGAL NOTICE

X

# PROPOSAL AND BID SURETY FORM

## PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

## BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

## BID CHECK (ALTERNATE FORM OF SURETY):

If Corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☒ Cashiers ☐ Check No. .... in the sum of \$1,276.00

One Thousand Two Hundred Seventy-Six Dollars and no/100 .....Dollars

on .....Michigan National Bank..... Bank

of .....Lansing, Michigan.....

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

## SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

*James E. Hunt*

## OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER  
AND  
PRINCIPAL

The Cottage Gardens, Inc.

Name of Bidder—Print or Type

By *William H. Ruhl*  
Signature of Person Authorized to Sign

Title *Secretary*

S. Waverly & Bishop Roads

Street Name and Number

Lansing, Michigan 48910

City, State and Zip Code

Date *August 9, 1974*

Witnessed by:

SURETY

Name of Company — Print or Type

Incorporated  
In the State of:.....

Address.....

By.....

Sign on this Line

Date.....



# CITY OF FORT WAYNE

## DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

### INVITATION

Page 1 of 8Ref. No. 600Date July 30, 1974Date wanted Need for Fall  
PlantingFund  
Appropriation No. Rev. Sharing

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

\*Mail all replies and correspondence, etc. to Attn. of A.T. Demetoff - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

#### REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners  
or Division 8th Floor - City County Building  
Address One Main Street - Fort Wayne, Indiana

#### RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Tuesday, August 13, 1974 at 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES-TAX EXEMPTION CERTIFICATE NUMBER IS NO. 44604. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

#### TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Street Trees, as per specifications enclosed		

EM Bond required ☐ NO ☒ YES 5% of Bid Performance Bond ☐ NO ☒ YES  
See instruction item No. 15 on reverse side hereof.

Terms net % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

#### PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Weather permitting between October 15 and December 15, 1974  
Delivery of any or all of the items or completion of services indicated shall be made within      days from receipt of order.

#### IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

C.M. Hobbs & Sons, Inc.

R. M. Hobbs Company Vice President

Address 9300 West Washington Street

City Indianapolis Indiana 46231 Date 8-6-74



## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.  
 To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder price quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.  
 References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".  
 Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agree that he will comply with Indiana Acts 1941, chapter 203, section 10, being Burns Indiana Statute 40-2315-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
  - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
  - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
  - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted \_\_\_\_\_ Date \_\_\_\_\_ 10 \_\_\_\_\_ as follows:  
 Board-Committee Dept. of Purchasing, etc.  
 Rejected \_\_\_\_\_ Date \_\_\_\_\_ 10 \_\_\_\_\_ as follows:  
 Board-Committee Dept. of Purchasing, etc.

## SPECIFICATIONS FOR STREET TREES

1. Scope

Furnish Bare Root trees to delivered to Lawton Park for fall 1974 planting.

2. Agency Standards

Nomenclature: All plant materials used shall be true to name and size inconformity with the following standards:

- a. American Joint Committee on Horticulture Nomenclature. 1942 Edition of Standardized Plant Names (Published by Mount Pleasant Press, J. Horance McFarland Company, Harrisburg, Pa.)
- b. U.S.A. Standard for Nursery Stock. Copyright 1969 (Published by the American Association of Nurserymen, Inc., 835 Southern Building, Washington, D.C. 20005)

3. Plant Materials

- a. Plant List: The complete list of plants, including a schedule of quantities is included in Bid Proposal Form.
- b. Substitutions: Substitutions of varieties and amounts may be submitted for consideration. Substitute of sizes will not be accepted.
- c. Quality: All plants shall be 8-10 feet in size suitable for planting as street trees and are to be typical of their species or variety. All plants shall have normal, well, developed branches and vigorous roots system. They shall be sound, healthy, vigorous, free from defects, disfiguring knots, abrasions of the bark, sunscale injuries, plant diseases, insect eggs, borers, and all other forms of infections. Height of branching should bear a relationship to the size and kind of tree also so that the crown of the tree will be in good balance with the trunk as the tree grows.

Bjd No. 690

All trees shall have a heavy fibrous root system which has been developed by proper cultural treatment, transplanting, root pruning, etc. Approved minimum root spread of 20 inches is required. All plants shall be nursery-grown unless otherwise stated, and shall have been growing under the same climatic conditions as the location of this project for at least two (2) years prior to date of planting on this project. Plants which have been held in storage will be rejected if they show signs of growth during storage. Collected plants shall be taken from a subgrade favorable to good root development. All collected material shall be clean, sound stock and shall be free from decaying stumps.

- d. Measurements: Size and grading standards shall conform to those of the American Association of Nurserymen unless otherwise specified. A plant shall be dimensioned as it stands in its natural position. Stock furnished shall be a fair average between the minimum and maximum sizes specified.
- e. Preparation of Plants: In preparing plants for moving, all precautions customary in good trade practice shall be taken. Workmanship that fails to meet the highest standards will not be accepted. All plants shall be dug to retain as many fibrous roots as possible. All plants shall be dug immediately before moving unless otherwise specified.
- f. Inspection: All plants shall be subject to inspection in the nursery or collecting grounds before any plants are dug. The City Arborist or his representative shall be the sole judge of the quality and acceptability of the materials. The cost of such inspection shall be included in the bid price.
- g. Delivery: All plants shall be packed, transported and handled with utmost care to insure adequate protection against injury. Each shipment shall be certified by State and Federal Authorities to be free from disease and infestation. Any inspection certificates required by law to this effect shall accompany each shipment invoice or order of stock, and, on arrival, the trees will be inspected by the City Arborist; and if not acceptable will be returned at no cost to the City of Fort Wayne. Tree prices to include delivery to Lawton Park, Fort Wayne, Indiana according to intervals specified by City Arborists for fall 1974 planting.

To: Board of Park Commissioners  
City County Building  
One Main Street  
Fort Wayne, Indiana 46802

Project: Street Trees

We hereby propose to supply the following 8 - 10 foot size trees for amounts as shown in accordance with bid specifications.

If additional or deductible amounts of trees are required, the undersigned agrees to accept the following unit prices for each addition or deduction.

	Number of Trees	Alternate Number	Variety	Total Cost	Unit Cost (for each Add. or deduction)
Base Bid 1	200	200 ✓	Green Ash (Fraxinus	\$1120.00	\$ 5.60
Base Bid 2	200	200 ✓	Summit Ash (Fraxinus L. Summit)	\$1270.00	\$ 6.35
Base Bid 3	200	500 ✓	White Ash (Fraxinus Americana	\$2800.00	\$ 5.60
Base Bid 4	200	200 ✓	Littleleaf Linden (Tilia Cordata)	\$1750.00	\$ 8.75
Base Bid 5	200	none	Redmond Linden (Tilia Redmond)	\$ 0	\$ 0
Base Bid 6	200	250	Imperial Locust (Gleditsia T.i. Imperial)	\$2062.50	\$ 8.25
Base Bid 7	200	<sup>200</sup> <del>250</del> ✓	Shademaster Locust (Gleditsia T.i. Shademaster)	\$2062.50	\$ 8.25
Base Bid 8	400	<sup>600</sup> <del>2000</del> ✓	Norway Maple (Acer Plantanoides)	\$12700.00	\$ 6.35
Base Bid 9	300	none	Red Maple (Acer Rubrum)	\$ 0	\$ 0
Base Bid 10	200	<sup>400</sup> <del>200</del> ✓	Schwedleri Maple	\$1350.00	\$ 6.75
Base Bid 11	200	none	sub American Sycamore <del>London Planetree</del> (Platanus <del>Acerisolia</del> occidentalis)	\$1150.00	\$ 5.75
Base Bid 12	300	<sup>500</sup> <del>500</del> ✓	Sugar Maple (Acer Saccharum)	\$2875.00	\$ 5.75

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

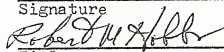
Deduct 15¢ per tree if trees are picked up at this nursery by City of Fort Wayne.

Official name of organization

C.M.Hobbs & Sons, Inc.

Business address  
9300 West Washington Street  
Indianapolis Indiana 46231

Signature

 Robert M. Hobbs  
Title

Vice President

Date August 6, 1974

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Hendricks----- COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Robert M. Hobbs, Vice President



Bidder or Agent

For C.M.Hobbs &amp; Sons, Inc.

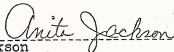
Firm or Corporation

Subscribed and sworn to before me this 6th day of August, 1974

My Commission Expires

15 November 1975

Anita Jackson



REQUEST FOR PUBLICATION

News	
Sentinel	X
Journal	
Gazette	X
Other	

DATE July 30, 1974

Kindly publish the following advertisement on the dates as shown and issue invoice to \*

\* Department Board of Park Commissioners  
8th Floor - City County Building  
Address One Main Street - Fort Wayne, Indiana

Department of Purchases  
City of Fort Wayne

By A. T. Demetroff

BIDS WANTED - REFERENCE NO. 600

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Tuesday, August 13, 1974 at 10:00 A.M. for the following items:

Street Trees

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid must be submitted with the bid.

Department of Purchases  
City of Fort Wayne  
By A.T. Demetroff  
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

August 2, 1974

August 9, 1974

LEGAL NOTICE X

# PROPOSAL AND BID SURETY FORM

## PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

## BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

## BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐ Cashiers ☒ Check No. 80792 in the sum of One thousand four hundred and fifty seven dollars (\$1457.00).....Dollars

on First National Bank & Trust Bank

of Plainfield Indiana

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

## SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

.....

.....

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

.....

.....

.....

.....

.....

.....

.....

.....

Witnessed by:

.....

.....

BIDDER  
AND  
PRINCIPAL

SURETY

C.M.Hobbs & Sons, Inc.

Name, Bidder—Print or Type  
By Robert M. Hobbs  
Signature of Person Authorized to Sign

Title Vice President

9300 West Washington Street

Street Name and Number

Indianapolis Indiana 46231

City, State and Zip Code

Date August 6, 1974

Name of Company — Print or Type

Incorporated  
In the State of:

Address.....

By.....  
Sign on this Line

Date.....

DIGEST SHEET

TITLE OF ORDINANCE

S-7429-04.

DEPARTMENT REQUESTING ORDINANCE

Park Department

SYNOPSIS OF ORDINANCE

An ordinance approving certain bid documents

with C. M. Hobbs & Son, Inc. and Cottage Gardens, Inc. for furnish-  
ing certain specified members and varieties of trees for City  
Streets.

These bids were the lowest and best of those received.

EFFECT OF PASSAGE

Provides continuation of tree planting program

to beautify and provide shade for City Streets.

EFFECT OF NON-PASSAGE

Elimination of fall planting segment of

the program.

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

Hobbs - \$16,235

Cottage Gardens - \$1,620

ASSIGNED TO COMMITTEE (J.N.)

Finance